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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 19-12567-elf

Kathy L. Rihl Chapter 13

Debtor(s)

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Adminstra Page 1 of 2
Date Rcvd: Nov 05, 2020 Form ID: pdf900 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 07, 2020:

Recipi ID Recipient Name and Address

tb + Kathy L. Rihl, 3083 Dorchester Street, Furlong, PA 18925-1556

cr + PNC BANK NATIONAL ASSOCIATION, c/o KEVIN G. MCDONALD, 701 Market St. Suite 5000, Philadelphia, PA 19106-1541

NONE + PNC BANK NATIONAL ASSOCIATION, PO BOX 94982, CLEVELAND, OH 44101-4982

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
NONE	+ Email/Text: Bankruptcy.Notices@pnc.com	Nov 06 2020 01:47:00	PNC BANK NATIONAL ASSOCIATION, PO BOX 94982, CLEVELAND, OH 44101-4982
cr	+ Email/PDF: gecsedi@recoverycorp.com	Nov 06 2020 02:05:57	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 07, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 5, 2020 at the address(es) listed below:

Name Email Address

KEVIN G. MCDONALD

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmllawgroup.com

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District/off: 0313-2 Page 2 of 2 User: Adminstra Total Noticed: 4 Date Rcvd: Nov 05, 2020 Form ID: pdf900

PAUL H. YOUNG

on behalf of Debtor Kathy L. Rihl support@ymalaw.com ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com

REBECCA ANN SOLARZ

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kathy L. Rihl <u>Debtor</u>	CHAPTER 13
PNC BANK NATIONAL ASSOCIATION Movant vs.	NO. 19-12567 ELF
Kathy L. Rihl <u>Debtor</u>	
William C. Miller, Esquire Trustee	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$1,889.68 which breaks down as follows;

Post-Petition Payments: July 5, 2020 in the amount of \$559.77/month

August 5, 2020 in the amount of \$548.95/month September 5, 2020 in the amount of \$548.27/month October 5, 2020 in the amount of \$563.03/month

Suspense Balance: \$330.34 **Total Post-Petition Arrears** \$1,889.68

- 2. The Debtor shall cure said arrearages in the following manner:
- a). On or before October 31, 2020, the Debtor shall make a payment in the amount of \$1,889.68 to cure all post-petition arrears;
- 3. Beginning with the payment due November 5, 2020 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$563.03 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

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with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

- If the case is converted to Chapter 7, Movant shall file a Certification of Default 6. with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - The parties agree that a facsimile signature shall be considered an original signature. 9.

Date:	September 29, 2020	By: <u>/s/ Rebecca A. Solarz, Esquire</u> Attorney for Movant
Date:_		Paul H. Young, Exquire
		Attorney for Debtor
Date:	November 3, 2020	/s/ LeRoy W. Etheridge, Esquire, for

/s/ LeRoy W. Etheridge, Esquire, for William C. Miller, Esquire

Chapter 13 Trustee

*No objection to its terms, without prejudice to any of our rights and remedies

ORDER

Date:

Approved by the Court this 5th day of	November	, 2020.	However, the cour
retains discretion regarding entry of any furth	er order.		

Bankruptcy Judge Eric L. Frank